



- ✓ 8(a) Certified
- ✓ SDB Certified

GSA Information Technology Schedule Pricelist

Contract # GS-35F-0325S
Effective March 31, 2006 – March 30, 2011

Special Item Number 132-51 – Information Technology (IT) Professional Services

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information System Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services

Serebrum Corporation

555 Route 1 South
Iselin, NJ 08830
Ph: 732.855.8544 | Fax: 732.855.8593
Toll-free: 1.866.WE.R.GSA.1

www.Serebrum.com

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INTRODUCTION TO SEREBRUM CORPORATION

About Serebrum

Established in 1997, Serebrum Corporation is a motivated young company, excelling in providing Information Technology services and solutions to our Federal and Commercial clients. We engineer solutions that start with a solid business strategy and translate it into an Internet-Centric Solution- designed, implemented and delivered! Our flexible “3-D” Organizational structure ensures that a team specifically tailored to the needs of our Clients’ projects can be assembled to deliver an effective solution.

Serebrum firmly believes that people make a company. To embrace the breadth of our activities, Serebrum recruits and trains talented people who are firmly committed to our values and mission. Serebrum’s professionals are certified in the fields of their expertise – Without Exception.

Headquartered in New Jersey with an Offshore Development Center (ODC) at Hyderabad, India, Serebrum offers the best of both worlds – Cost-effective, Client-focused solutions.

Serebrum Corporation is:

- 8 (a) Certified by the U.S. SBA (2006-2015)
- Small Disadvantaged Business (SDB) Certified by the Federal Government SDB

Professional Services Rendered by Serebrum

As an IBM Advanced Partner and with Consultants certified in their areas of specialty, Serebrum assists its clients in achieving their milestones. Serebrum provides an affordable solution to supplement your IT Staff with the right resources in the following areas:

- ⇒ **Application Integration**
- ⇒ **Data Management**
- ⇒ **Project Management**
- ⇒ **Computer Analysis and Programming**
- ⇒ **Database Development, Administration and Maintenance**
- ⇒ **Graphics and Web Developer**

Commitment to Customer Satisfaction

Serebrum provides an affordable solution to supplement your IT staff with the right resources. Our clients, other than commercial, include:

The State of New Jersey
Massachusetts Water Resource Authority (MWRA)
State of New York
State of Maryland
Vermont Department of Transportation

INFORMATION FOR ORDERING ACTIVITIES

APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1) Geographic Scope of Contract:

The geographic scope of this contract is the 48 states of The United States of America and the District of Columbia.

2) Contractor's Ordering Address and Payment Information:

Contractor's Ordering Address:

Serebrum Corporation
555 Route 1 South
Iselin, NJ 08830

Contractor's Payment Address:

Serebrum Corporation
555 Route 1 South
Iselin, NJ 08830

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards **will be** acceptable for payment above the micropurchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

Mahitha Devineni – 1.866.WE.R.GSA1 or 1.732.855.8544 ext 203, GSA@serebrum.com

3) LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4) Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **12-772-7035**

Block 30: Type of Contractor – **B**

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **22-353-4146**

CAGE Code: **368R7**

Contractor **has** registered with the Central Contractor Registration Database.

5) FOB Destination: NOT APPLICABLE TO SIN 132-51**6) Delivery Schedule**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 132-51	30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7) Discounts: Prices shown are NET Prices; Basic Discounts have been deducted. Government Educational Institutions are offered the same discounts as all other Government Customers.

a. Prompt Payment: **None**

b. Quantity: **None**

c. Dollar Volume: **None**

d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government Customers.**

e. Other: **None**

8) Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9) Statement Concerning Availability of Export Packing: Not Applicable**10) Small Requirements:** The minimum dollar value of orders to be issued is **\$100**.**11) Maximum Order**

(All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for IT Professional Services is **\$500,000** Special Item Number 132-51 - Information Technology (IT) Professional Services

12) ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13) FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION

STANDARDS REQUIREMENTS: Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS

PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act.

Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14) CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001) FSS A/L FC 01-5

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15) Contract Administration For Ordering Activities:

Any ordering Activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16) GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! allows the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17) PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if** -

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18) CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19) OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20) BLANKET PURCHASE AGREEMENTS (BPA's)

The use of BPAs under any schedule contract to fill repetitive need for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering Activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21) CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22) INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply

contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23) SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: www.Section508.gov/.

24) PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25) INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26) SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27) ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s)

the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection– Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST**a. Definitions**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices. The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE:

Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Serebrum Corporation provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentorprotégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Mahitha Devineni
555 Route 1 South
Iselin, NJ 08830
(732) 855-8544 Phone
(732) 855-8593 Fax
Email: GSA@Serebrum.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(_Insert Customer Name_)

In the spirit of the Federal Acquisition Streamlining Act (____Agency_____) and (Serebrum Corporation) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency	Date	Contractor	Date
		Serebrum Corporation	

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA: OFFICE
POINT OF CONTACT

_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

PRICE LIST

Hourly rates for each labor category are listed in the tables below.

Following the price list there are detailed descriptions of the services offered.

The minimum experience, education, and functional responsibility for each service category are provided to ensure that the Serebrum employee's skills match the requirement of the delivery order.

**Serebrum Corporation
GSA Contract # GS-35F-0325S
GSA Price List**

Labor Categories	Net GSA Hourly Rate (in \$)	Net GSA Hourly Rate with IFF (in \$)
Programmer Analyst I	58.90	59.34
Programmer Analyst II	66.50	67.00
Programmer Analyst III	79.80	80.40
Programmer Analyst IV	91.20	91.88
Database Administrator I	58.90	59.34
Database Administrator III	74.10	74.66
IT Specialist I	44.65	44.98
IT Specialist II	55.10	55.51
IT Specialist III	68.40	68.91
Project Leader / Team Leader	73.15	73.70
Project Manager II	98.80	99.54
Web Designer I	57.00	57.43
QA Tester II	55.10	55.51

Commercial Job Title: Programmer Analyst Level I

Minimum General Experience: Must have 3 years of IT experience in programming and system analysis.

Functional Responsibility: Programmer analysts work with databases, object-oriented programming languages, as well as client-server applications development and multimedia and Internet technology. Develops and implements designs using technologies (i.e., C++, JAVA, Visual Basic, etc.) identified to meet the future technological requirements. Analyzes functional business applications and design specifications for functional areas such as payroll, logistics, and contracts. Develops block diagrams, flow charts. Translates design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program and user documentation. Enhance software to reduce operating time or improve efficiency.

Minimum Education: B.A. or B.S. Degree.

Commercial Job Title: Programmer Analyst, Level II

Minimum General Experience: Must have 5 years of IT experience in programming and system analysis.

Functional Responsibility: Programmer analysts work with databases, object-oriented programming languages, as well as client-server applications development and multi-media and Internet technology. Develops and implements designs using technologies (i.e., C++, JAVA, Visual Basic, etc.) identified to meet the future technological requirements. Analyzes functional business applications and design specifications for functional areas such as payroll, logistics, and contracts. Develops block diagrams, flow charts. Translates design into computer software. Tests, debugs, and refines the computer software to produce the required product prepares required documentation, including both program and user documentation. Enhance software to reduce operating time or improve efficiency.

Minimum Education: B.A. or B.S. Degree

Commercial Job Title: Programmer Analyst, Level III

Minimum General Experience: Must have 7 years of IT experience in programming and system analysis.

Functional Responsibility: Programmer analyst's reviews and analyses system specifications to determine whether all required elements have been included. Consults with clients to gather information about program needs, objectives, functions, features and input and output requirements. Analyzes, defines and documents requirements for data, workflow, logical processes, hardware and operating system environment, interfaces with other systems, internal and external checks. Uses programming languages to code computer instructions from the systems documentation. Utilizes any special programming techniques necessary to achieve the most effective program. Tests and debugs computer programs. Advises user departments to resolve computer applications, capabilities, alternative programming approaches, limitations etc. Works with user departments to resolve specific problems or make changes in the programs. Trains personnel, writes and maintain documentation to describe program development, logic, coding, testing, changes and corrections.

Minimum Education: B.A. Or B.S. Degree

Commercial Job Title: Programmer Analyst, Level IV

Minimum General Experience: Must have 10 years of IT experience in programming and system analysis.

Functional Responsibility: Under minimum supervision, analyzes, designs, codes and documents complex applications for large scale computers and related equipment used for scientific or commercial projects. Exercises independent judgment and creativity in solving highly complex, major technical problems and in providing proper advice and recommendations. Will engage in frequent contact with customers, and will work with non-technical sources as necessary. Performs technical work using both standard and non-standard analysis, design, and programming techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements, input data and form, output data and form, available computer configuration, processing turn-around time requirements, input and output checking, and overall problem-schedule requirements. Carries a project through the design, coding, and checkout phases, as required. Appraises techniques in which qualified, and indicates the manner in which solutions can be developed. Analyzes and recommends methods of improving the efficiency of existing programs. Determines system requirements. Performs data modeling and establishes data bases. Develops pseudo codes, tables and narrative descriptions to implement changes. Modifies internal program structure of files and records and determines sequence of actions. May provide supervision for one or more professional technical persons on an assigned project, and will participate at all levels in systems analysis and design definition. Performs other related duties as assigned.

Minimum Education: B.A. Or B.S. Degree

Commercial Job Title: Database Administrator I

Minimum General Experience: Must have minimum 3 years in designing and constructing databases.

Functional Responsibility: Reviews, develops, and designs data models using standard diagramming techniques, in conjunction with application development teams; creates logical data models and translates into physical database structures that integrate with existing or proposed database structures. Monitors relational databases to optimize database performance, resource use, and physical implementations of databases; addresses a variety of database integration issues including migration between disparate databases, integration, maintenance/conversion, capacity planning issues, and new applications. Maintains development, test, and production RDBMS environments. Monitors and maintains database security and database software, in cooperation with data security administrators. Provides advice to applications programmers in the effective use of database languages; advises on troubleshooting, exception processing needs, and other data management issues. Maintains availability and integrity of databases through multiple access schemes; facilitates sharing of common data by overseeing proper key and index management and data dictionary maintenance. May evaluate and recommend testing and evaluation of new procedures, software, and hardware. Monitors and manages database backups, logs, and journals; installs, maintains, and upgrades database software; restores and/or recovers data as required. Creates, procures and maintains various database related documents such as manuals and programmers handbooks. May provide 24 hour on-call support. Maintains currency of knowledge with respect to relevant state-of-the-art technology, equipment, and/or systems. Performs miscellaneous job-related duties as assigned.

Minimum Education: B.A. or B.S. degree

Commercial Job Title: Database Administrator III

Minimum General Experience: Must have minimum 8 years in designing and constructing databases.

Functional Responsibility: Develop data model describing data elements and how they are used, following procedures and using pen, template or computer software. Develop standards and guidelines to guide the use and acquisition of software and to protect vulnerable information. Establish and calculate optimum values for database parameters, using manuals and calculator. Modify existing databases and database management systems or direct programmers and analysts to make changes. Plan, coordinate and implement security measures to safeguard information in computer files against accidental or unauthorized damage, modification or disclosure. Review procedures in database management system manuals for making changes to database. Review project requests describing database user needs to estimate time and cost required to accomplish project. Review workflow charts developed by programmer analyst to understand tasks computer will perform, such as updating records. Select and enter codes to monitor database performance and to create production database. Specify users and user access levels for each segment of database.

Minimum Education: B.A. or B.S. degree

Commercial Job Title: IT Specialist I

Minimum General Experience: Two years experience with specific software specified in an actual Statement of Work or Statement of Need.

Functional Responsibility: An individual knowledgeable in Information Technology. Has experience in the specific Information Technology discipline(s) described in an actual Statement of Work or Statement of Need. Demonstrates good oral and written communication skills.

Duties may include, but are not limited to design, coding, testing, system administration, tools support, configuration management, technical areas of C++ programming, etc.

Minimum Education: A bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. Two years of experience may be substituted for each year of college leading to the required degree.

Commercial Job Title: IT Specialist II

Minimum General Experience: Four years experience with specific software specified in an actual Statement of Work or Statement of Need.

Functional Responsibility: An individual knowledgeable in Information Technology. Has experience in the specific Information Technology discipline(s) described in an actual Statement of Work or Statement of Need. Demonstrates good oral and written communication skills. Duties may include, but are not limited to design, coding, testing, system administration, tools support, configuration management, technical areas of C++ programming, etc.

Minimum Education: A bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. Two years of experience may be substituted for each year of college leading to the required degree.

Commercial Job Title: IT Specialist III

Minimum General Experience: Six years experience with specific software specified in an actual Statement of Work or Statement of Need.

Functional Responsibility: An individual knowledgeable in Information Technology. Has experience in the specific Information Technology discipline(s) described in an actual Statement of Work or Statement of Need. Demonstrates good oral and written communication skills. Duties may include, but are not limited to design, coding, testing, system administration, tools support, configuration management, technical areas of C++ programming, etc.

Minimum Education: A bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. Two years of experience may be substituted for each year of college leading to the required degree.

Commercial Job Title: Project Lead / Team Lead

Minimum General Experience: Must have minimum 5 years of relative experience in IT.

Functional Responsibility: Serves as a Project Lead or Team Lead. Duties may include, but are not limited to coordinating of staffing and work schedule, creating and submitting reports, maintaining records of hours worked, supervising project tasks to ensure accuracy and/or timely completion, monitoring of staff performance, etc. to satisfy requirements specified in an actual Statement of Work or Statement of Need.

Minimum Education: A bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. Two years of experience may be substituted for each year of college leading to the required degree.

Commercial Job Title: Project Manager II

Minimum General Experience: Must have minimum 10 years of relative experience in IT.

Functional Responsibility: Consults with the client to ensure conformity to project and contractual obligations for, but not limited to IT projects initiatives. Must be familiar with all phases of systems development life cycle (i.e., identification, design, development, implementation, & maintenance of automated systems.) Oversees the analysis, design and development of new systems and system enhancements. Approves documentation standards, system specifications, feasibility and justification reports and policy recommendations. Oversees the development and installation of techniques and procedures to implement policy decisions with regard to organizational structures, program evaluation and productivity improvements. Establishes and maintains technical and financial reports in order to show progress of projects to management and customers. Organizes and assigns responsibilities to subordinates and oversees the successful completion of all assigned IT tasks. Ensures the development, maintenance and implementation of Program Management Plans and technical Specifications Plan; documents that guide the performance of all functional and technical activities performed. Ensures that maximum service is obtained from all operations through efficient use of personnel and equipment. Simultaneously plans and manages diverse and highly technical projects. Responsible for leading and performing IT training of line personnel on the project approach, techniques, software, hardware, etc.

Minimum Education: B.A. Or Degree

Commercial Job Title: Web Designer I

Minimum General Experience: Must have minimum 3 years in designing and maintaining websites.

Functional Responsibility: Creates content, adapts existing content to a Web-friendly format, creates and maintains the logical structure of the content. Develops and maintains plan for organization's Internet presence, based on management priorities, policy directions, and goals. Creates enhancements and modifications to web sites; organizes and maintains the sites. Assesses new standards, technologies and trends, and formulates strategies and plans for future enhancement of web sites. Programs HTML and uploads pages to the web sites. Ensures that web sites are accessible from a variety of different environments. Produces a consistent visual image on the web sites including maintenance of templates and image archives. Ensures that images are delivered to the viewer at sufficiently high speed and quality. Creates image links, and ensures that links are up to date; updates information on pages and databases so that content is current. Troubleshoots and repairs bugs and problems. Responds to web designer mail; provides and analyzes traffic statistics and reports. Develops, researches, writes/edits and creates layout for new sections/features. Performs miscellaneous job-related duties as assigned.

Minimum Education: B.A. or B.S. degree

Commercial Job Title: QA Tester II

Minimum General Experience: Must have minimum 5 years in testing software applications.

Functional Responsibility: Provides direction for personnel performing SW development tasks. Reviews work for correctness, adherence to design concept and standards, program documents to ensure adherence to requirements and progress in accordance with schedules. Coordinates with project manager to ensure problem resolution and user satisfaction. Makes recommendations, for approval of major systems installations. Prepares milestone status reports, delivers presentations on system concept.

Minimum Education: B.A. or B.S. degree